

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

103988

THIS AGREEMENT is entered into 30th October, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to share equally in the cost to construct dual turn lanes in which to increase storage capacity on the West bound entrance to Interstate 10 (I-10) from the Warner Road traffic interchange (TI), herein referred to as "the Project". The Project is scheduled as part of the State's Construction District Minor Program, funded for Fiscal Year (FY) 2003 and constructed in FY 2003. This Project includes, but is not limited to: removing the existing median on the structure and replace with striping, remove/relocate landscape and irrigation median on Warner Road West of the structure, relocate signal poles, and sign posts, at an estimated cost of \$225,200.00 and detailed in the Engineer's Estimate, attached hereto and incorporated herein, as Exhibit A. It is the intent of the parties to participate in the Project costs at 50% participation, using the agreed upon awarded bid, prior to any enhancements or betterment by either party.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25591
Filed with the Secretary of State
Date Filed: 10/30/02
Betsy Bayless
Secretary of State

By: David J. Haenebold

II. SCOPE OF WORK

1. The State will:

a. Prepare to State standards, construction plans, specifications material reports, drainage reports, environmental clearance, utility clearance, assist in the right-of-way clearance process, construction cost estimates and any other documents required for construction bidding and construction of the Project (collectively the "Plans").

b. Provide the Plans at the 60%, 95% and 100% levels to the City for review, to be returned to the State within 15 days of receipt of Plans with written response. If the State or the City objects to the Plans within such 15-day period, the City and the State shall meet and confer to resolve any objections, and following any such meeting, shall include the agreed changes in the following Plan submittal. Any review comments made to the revised Plans shall be made within 5 days of submittal and shall follow the procedure outlined above.

c. Within ten (10) days after submittal of the final Plans and required bid documents including all clearances, will approve the Project for bid advertisement.

d. Call for bids, upon award invoice the City for 50% of the actual bid amount, currently estimated, based on the Engineer's Preliminary Estimate (Exhibit A) of \$225,200.00, which includes 5% for contingencies and a fixed rate of 14% for construction engineering and administration.

e. Award one contract to accomplish the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation or delays for whatever reason, attributable to the State.

f. Be responsible for all costs for any enhancements or betterment desired by the State, over and above the City's 50% participation of the actual bid award amount.

g. Notify the City in writing of any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the Project, all of which shall be subject to the City's and State approval. Any requested enhancements or betterment by the City, not agreed to by the State in the original Engineer's Preliminary Estimate, will be the responsibility of the City.

h. Upon completion of the Project, be responsible for maintenance inside State right-of-way, detailed in the Master Maintenance Agreement (JPA 90-19) including Amendments.

2. The City will:

a. Review the Plans and provide written response to the State within 15 days of receipt of Plans. If the State or the City objects to the Plans within such 15-day period, the City and the State shall meet and confer to resolve any objections and following any such meeting, shall include the agreed changes in the subsequent Plan submittal.

b. Review comments made to the revised Plans and will return submittal within 5 days, following the procedure outlined above.

c. Be responsible for any and all costs over and above the State's 50% participation of the actual bid award amount, for the City's requested enhancements and betterment, currently estimated at \$112,600.00.

d. Upon completion of the Project, be responsible for the maintenance inside City right-of-way, detailed in the Master Maintenance Agreement (JPA 90-19) including any and all Amendments.

III. MISCELLANEOUS PROVISIONS

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1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled with thirty (30) days written notice to the other party, prior to advertisement of the Project.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

City of Phoenix
Street Transportation Director
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By Thomas E. Callow
THOMAS E. CALLOW, P.E.
Street Transportation Director

By Daniel S. Lance
DANIEL S. LANCE, P.E.
Deputy State Engineer

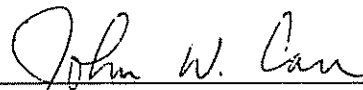
ATTEST

By Vicky Miel
VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 18th day of September, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with CITY OF PHOENIX, for the purpose of defining responsibilities for the cost to construct dual turn lanes in which to increase storage capacity on the West bound entrances to Interstate 10 (I-10) from the Warner Road traffic interchange (TI).

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, reading "John W. Carr", is positioned above a horizontal line.

JOHN W. CARR, Staff Engineer
Development/ Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

Project No.: 010 MA 157 H5756 01C
 I-10, PHOENIX-TUCSON HIGHWAY
 COST ESTIMATE - Warner Road

ITEM NO	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
2010001	Clearing and Grubbing	L. Sum	1	\$2,000.00	\$2,000.00
2020001	Removal of Structures and Obstructions	L. Sum	1	\$2,000.00	\$2,000.00
2020007	Removal of Miscellaneous Concrete (Median Islands)	L. Sum	1	\$5,000.00	\$5,000.00
2020020	Removal of Conc Curb	Feet	1450	\$4.00	\$5,800.00
2020029	Removal of Asphaltic Concrete Pavement	Sq. Yd.	1080	\$5.00	\$5,400.00
2020201	Saw Cutting	L. Fl.	1450	\$1.00	\$1,450.00
2070001	Dust Palliative	M. Gal.	200	\$11.00	\$2,200.00
3030022	Aggregate Base, Class 2	Cu. Yd.	270	\$30.00	\$8,100.00
4060009	AC (Miscellaneous Paving)	Ton	220	\$65.00	\$14,300.00
6080061	Overhead Sign Panel	Sq. Ft.	64	\$40.00	\$2,560.00
6080101	Miscellaneous Work (Signs)(Reconstruct Overhead Sign Structures)	L. Sum	1	\$15,000.00	\$15,000.00
7010001	Maintenance and Protection of Traffic	L. Sum	1	\$15,000.00	\$15,000.00
7010006	Furnish and Install Temporary Traffic Control Devices	L. Sum	1	\$5,000.00	\$5,000.00
7040003	Pavement Marking (White Sprayed Thermoplastic)(0.060")	L. Fl.	4630	\$0.20	\$926.00
7040004	Pavement Marking (Yellow Sprayed Thermoplastic)(0.060")	L. Fl.	900	\$0.20	\$180.00
7050023	Pavement Marking, Preformed, Type I, Single Arrow	Each	12	\$200.00	\$2,400.00
7050026	Pavement Marking, Preformed, Type I, Legend (ONLY)	Each	6	\$200.00	\$1,200.00
7080301	Paint Bull Nose	Each	3	\$150.00	\$450.00
7330620	Relocate Traffic Signals (Signal Pole & Ped Poles in Median)	L. Sum	1	\$10,000.00	\$10,000.00
7350110	Loop Detector for Traffic Signals (6"x50')	Each	6	\$900.00	\$5,400.00
7350143	Loop Detector for Traffic Signals (6"x30')(Quad)	Each	4	\$500.00	\$2,000.00
8080700	Reconstruct Landscape Irrigation System	L. Sum	1	\$10,000.00	\$10,000.00
8010001	Mobilization	L. Sum	1	\$15,000.00	\$15,000.00
9080001	Concrete Curb (C-05.10)(Type A)	L. Fl.	1440	\$12.00	\$17,280.00
9080300	Concrete Skidwalk Ramp (C-05.30)(Type 5)	Each	2	\$500.00	\$1,000.00
8240050	Miscellaneous Work (Landscaping)	L. Sum	1	\$10,000.00	\$10,000.00
9240170	Contractor Quality Control	L. Sum	1	\$3,500.00	\$3,500.00
9250001	Construction Surveying and Layout	L. Sum	1	\$5,000.00	\$5,000.00
	SUBTOTAL (Rounded)				\$168,100.00
	Contingencies (5%)	L. Sum			\$8,410.00
	Construction Engineering (14%)	L. Sum			\$23,530.00
	CONSTRUCTION COST (Rounded)				\$200,000.00
	Design Cost	L. Sum			\$25,220.00
	TOTAL PROGRAM COST (Rounded)				\$225,200.00

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

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Complete this form per O.P. 1.906 and A.R. 4.11.

Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action: <input type="checkbox"/> Bid Award <input type="checkbox"/> License Application <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other <input type="checkbox"/>		OR	Legal Document: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Emergency Clause? <input type="checkbox"/> (for use only w/ord. or res. requests)	
IMPACTED DISTRICT(S)	DISTRICTS 6		ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER? <input type="checkbox"/>		
SUBJECT	INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION - WIDENING OF WARNER ROAD AT I-10				
REQUESTED AGENDA DATE	8/28/2002	PREPARED BY	Name	J. Donald Herp	
			Department	Street Transportation	
			Phone	262-4872	
APPROVALS	Division Head:	J. Donald Herp	If prepared for another department: Department Name: _____ Approval: _____		
	Department Head:	Thomas E. Callow, P.E.			
BID AWARD INFORMATION	Bid Surety Required?	<input type="checkbox"/>	Performance Surety Required <input type="checkbox"/> Amount? _____ Requisition No. _____		
	Submitted by Low Bidder?	<input type="checkbox"/>			
	Contract Required?	<input type="checkbox"/>			
CONTRACT INFORMATION	Contract Amendment?		<input type="checkbox"/>		
	If Yes, Current Contract No. _____ Approved by: _____		Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/>	on Date: _____	
BUDGET INFORMATION	\$ 112,600.00		To Be Encumbered? <input checked="" type="checkbox"/>		
	Source of Funds: AHUR		Fiscal Year? FY02/03		
	Fund Center(s) (SAP-FM): ST89310082				
	Commitment Item(s) (SAP-FM): 510135				
CITY MANAGER'S OFFICE	Approved by Jack Tevlin 8/23/02			CM Control No. 13	
CITY CLERK DEPARTMENT	Council Action Taken: Adopted		RCA No. 39628		
	Ordinance Number: S-29402		Contract No. 103988		
	Resolution Number:		Meeting Date 9/4/2002		
	Comments:		Item No. 36		

ITEM**DISTRICTS 6****INTERGOVERNMENTAL
AGREEMENT WITH ARIZONA
DEPARTMENT OF
TRANSPORTATION –
WIDENING OF WARNER ROAD
AT I-10**

Request approval for the City Manager to enter into an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the widening of Warner Road at I-10, to provide expanded double left-turn lanes on Warner Road for the eastbound to northbound left-turn movement and approval for the City Controller to disburse funds.

The State will manage the project, and the City will contribute up to 50% of the cost of construction. The City contribution is estimated at \$112,600.

Citizen Notification

No additional right-of-way is required for the projects. No adjacent properties will be affected except during construction. No citizen notification is required.

ORDINANCE NO. S-29402

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF WARNER ROAD AT INTERSTATE TEN; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as

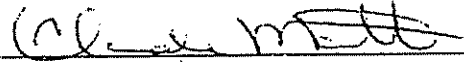
follows:

SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the State of Arizona through the Arizona Department of Transportation for the improvement of Warner Road at Interstate Ten.

SECTION 2. The City Controller is authorized to disburse funds in the amount of ONE HUNDRED TWELVE THOUSAND SIX HUNDRED DOLLARS (\$112,600.00) for purposes of this Ordinance.

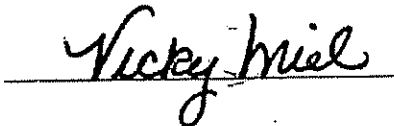
PASSED by the Council of the City of Phoenix this 4th day of September,

2002.

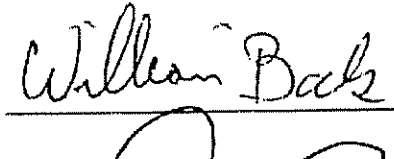


ACTING MAYOR

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 ACTING
City Attorney
WB

REVIEWED BY:

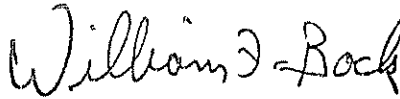
 City Manager

CITY CLERK
VICKI MIEL
2002 SEP 4 11:31

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2002.



ACTING
DKP

Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

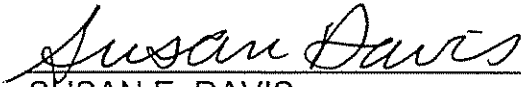
INTERGOVERNMENTAL AGREEMENT **DETERMINATION**

A.G. Contract No. KR02-0672TRN (JPA 02-32), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 21, 2002.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.